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7 **UNITED STATES DISTRICT COURT**  
8 **FOR THE WESTERN DISTRICT OF WASHINGTON**  
9 **AT SEATTLE**

10 PARADIGM MARINE, LLC, a Florida limited  
11 liability company,

12 *Plaintiff,*

13 vs.

14 PACIFIC PILE & MARINE, L.P., a Delaware  
15 limited partnership,

16 *Defendant.*

**IN ADMIRALTY**

No.:

**BAREBOAT CHARTER—  
COMPLAINT IN PERSONAM FOR  
DAMAGES.**

17 NOW COMES Plaintiff, Paradigm Marine, LLC, who avers the following:

18 **NATURE OF ACTION**

19 1. This case involves a bareboat charter party dispute. Plaintiff vessel owner asserts  
20 that Defendant charterer breached its charter party by failing to return Plaintiff's barges to their  
21 pre-delivery condition. As a result, Plaintiff seeks to recover outstanding repair costs in addition  
22 to damages sustained both during and after the period of charter hire directly related to  
23 Defendant's breach.

COMPLAINT IN PERSONAM FOR DAMAGES  
PARADIGM MARINE LLC V. PACIFIC PILE & MARINE LP  
CASE NO.:

INTERNATIONAL MARITIME GROUP | PLLC  
601 UNION STREET | SUITE 4200  
SEATTLE, WASHINGTON 98101  
TELEPHONE (206) 992 - 0710

1 **JURISDICTION AND VENUE**

2 2. Jurisdiction is proper before this Honorable Court pursuant to 9(h) of the Federal  
3 Rules of Civil Procedure, 28 U.S.C. §1333 and General Maritime law. Venue is proper pursuant  
4 to 28 U.S.C. §1391.

5 **PARTIES**

6 3. Plaintiff, Paradigm Marine, LLC, is a limited liability company organized under the  
7 laws of Florida with its principal place of business in Ft. Lauderdale, Florida. Paradigm Marine  
8 charters its vessels for use in the tug and barge industry as well as the offshore construction  
9 industry.

10 4. Defendant, Pacific Pile & Marine, L.P., is a limited partnership organized under the  
11 laws of Delaware with its principal place of business Seattle, Washington. Pacific Pile & Marine  
12 is engaged in the business of offshore construction and occasionally charters vessels and barges  
13 for that purpose.

14 **FACTUAL BACKGROUND**

15 5. The barges involved in this case are the 160-4 and the 180-2. The 160-4 barge is  
16 160 feet long and 46 feet wide. The 160-4 is a fuel tanker/deck barge formerly classed by the  
17 American Bureau of Shipping (“ABS”) which Paradigm Marine reconfigured to serve as a  
18 commercial deck and utility cargo barge. Alaska Marine Surveyors, Inc. conducted an on-hire  
19 condition survey for the 160-4 on or about September 17, 2013. Similarly, the 180-2 measures  
20 180 feet in length by 54 feet in width. Originally built by Oilfield Barges, Inc. as a deck barge,  
21 the 180-2 was later converted to a tank barge, but Paradigm Marine converted the 180-2 back to  
22 its original configuration as a deck barge. The 180-2 is classified and approved by ABS for  
23 ocean going services, and is subject to inspection and certification by the U.S. Coast Guard.

1 Alaska Marine Surveyors, Inc. conducted an on-hire condition survey for the 180-2 on or about  
2 August 1, 2014.

3 6. On July 22, 2013, Paradigm Marine leased both the 160-4 and the 180-2 to Pacific  
4 Pile & Marine through two separate but identical Bare Vessel Charter Agreements (hereinafter  
5 the "Agreements"). Pursuant to the Agreements, the charter period for the barges was set at 120  
6 days and the rate of hire at \$1,250.00 per day per barge. Subsequently, on or about July 17,  
7 2014, Paradigm Marine and Pacific Pile & Marine entered into a third Agreement, which, *inter*  
8 *alia*, extended the terms of the original Agreements for 45 days. Copies of all three Bare Vessel  
9 Charter Agreements are annexed hereto as Exhibit A.

10 7. Pursuant to the terms of the Agreements, Pacific Pile & Marine agreed to assume all  
11 risk of damage or loss associated with the barges during the charter period, to never ground the  
12 barges, and to pay for such incidentals as port charges and overtime of the crew. Pacific Pile &  
13 Marine also agreed to redeliver the barges to Paradigm Marine in the same good order and sound  
14 and seaworthy condition as the barges were upon delivery, ordinary wear and tear excepted.  
15 Importantly, if Pacific Pile & Marine damaged the barges during the scope of the charter period,  
16 Pacific Pile & Marine agreed to pay the barges' charter hire until they were repaired and returned  
17 to service.

18 8. On or about August 26, 2013, Paradigm Marine delivered the 160-4 and the 180-2  
19 to Pacific Pile & Marine in Kodiak, Alaska. In both cases, Paradigm Marine delivered the  
20 barges to Pacific Pile & Marine in a staunch, tight and strong condition, and in all respects  
21 seaworthy and fit for their intended use.

22 9. Pacific Pile & Marine accepted the barges as suitable under the terms of the  
23 Agreements and dispatched the barges to the City of Port Lions, Alaska to assist with the

1 construction of a new city dock and a ferry terminal. Subsequently, Pacific Pile & Marine used  
 2 the barges to transport rock from Near Island and Granite Cove to Pier 3 in Kodiak, Alaska for  
 3 an additional project. During the course of those operations, however, Pacific Pile & Marine  
 4 severely damaged both barges.

5 10. Pacific Pile & Marine redelivered the 160-4 and the 180-2 to Paradigm Marine on  
 6 or about September 28, 2014, and October 5, 2014, respectfully. Subsequent off-hire surveys  
 7 were conducted at the behest of Paradigm Marine, Pacific Pile & Marine, and Pacific Pile &  
 8 Marine's insurance underwriter, Travelers Casualty and Survey Company of America, in order to  
 9 assess the physical damage to the barges. In one post-charter survey conducted on the 180-2, the  
 10 surveyor noted that the "[D]amage is lease related and is significant beyond wear and tear..."<sup>1</sup>  
 11 Similarly, in a post-charter survey conducted on the 160-4, the surveyor noted "[T]he wood  
 12 plank rails on the port and starboard side of the barge were found split or torn from the  
 13 uprights... the lip edge of the wear deck was found distorted and torn on the port side... the port  
 14 side perimeter of the barge approximately amidships was found set down heavy... the port void  
 15 no. 1 was found to have cracking at [its] longitudinals."<sup>2</sup>

16 11. Pacific Pile & Marine violated the terms of the Agreements by damaging the barges  
 17 and subsequently failing to deliver them in the same good order and condition as they were upon  
 18 delivery. Paradigm Marine has sustained significant economic damage in restoring its barges to  
 19 the same good, sound, and seaworthy conditions as when the barges were originally delivered to  
 20 Pacific Pile & Marine. Those damages, including costs of repairs, loss of use of the barges while  
 21 undergoing repairs, incidental expenses, etc., amounts to \$761,574.99 as nearly as can be  
 22 estimated at this time. The parties have been in communication with each other through their

<sup>1</sup> See Alaska Marine Surveyors, Inc. 180-2 "Off Hire" Condition Survey; March 12, 2015; Page 1 of 2.

<sup>2</sup> See 160-4 GSS 318454 Field Survey Document; November 14, 2015; Page 1 of 5.

1 attorneys and have attempted to settle their differences. However, despite an amicable demand,  
2 Pacific Pile & Marine refuses to pay the above amount.

3 **CAUSE OF ACTION**

4 12. Plaintiff Paradigm Marine incorporates into this paragraph the allegations set forth  
5 in paragraphs 1 - 11 as if they were set forth in full in this paragraph.

6 13. Plaintiff Paradigm Marine performed all conditions, duties, and obligations imposed  
7 upon it by the Bare Vessel Charter Agreements.

8 14. Defendant Pacific Pile & Marine breached the Agreements by failing to assume all  
9 risk of damage or loss associated with the barges during the charter period; by failing to return  
10 the barges to the same condition as they were in prior to delivery; and for failing to pay the  
11 damaged barges' charter hire and other operating costs pursuant to its contractual obligations  
12 under the Bare Vessel Charter Agreements. Therefore, as a result Pacific Pile & Marine's breach  
13 of contract, Paradigm Marine seeks judgment as prayed for below.

14 **PRAYER FOR RELIEF**

15 WHEREFORE, Plaintiff Paradigm Marine prays for judgment as follows:

- 16 1. Award for any unpaid repair costs associated with the damaged barges;  
17 2. Award for loss of charter hire;  
18 3. Award for attorneys' fees and costs;  
19 4. Award for prejudgment interest;  
20 5. Award for general damages;  
21 6. Grant such other further relief as this Honorable Court may deem just and proper.

22  
23 Dated this 7<sup>th</sup> day of August, 2015.

Respectfully submitted,

INTERNATIONAL MARITIME GROUP, PLLC

/s/ R. ISAAK HURST

R. ISAAK HURST, ESQ. (WSBA #43679)

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ATTORNEY FOR PLAINTIFF

PARADIGM MARINE, LLC